MICHAEL J. GARCIA United States Attorney for the Southern District of New York By: KATHLEEN A. ZEBROWSKI Assistant United States Attorney 86 Chambers Street New York, New York 10007

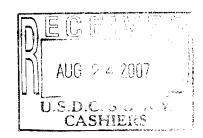
Telephone No.: (212) 637-2710 Fax Number: (212) 637-2717

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

- V. -

UNITED STATES OF AMERICA,

UDDGE KABAS



Plaintiff,

VERIFIED COMPLAINT

07 Civ.

CLYDE CHAMBERLAIN,

Defendant.

Plaintiff United States of America (the "United States"), by and through its attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, alleges upon information and belief that:

- 1. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1345.
- Defendant Clyde Chamberlain (the "defendant") resides at 1152 Peekskill
 Hollow Road, Carmel, NY 10512, within the Southern District of New York.

FIRST CAUSE OF ACTION

- 3. Defendant applied for and received a student loan from the lender whose name is set out in the defendant's promissory note(s) evidencing the loan, copies of which are annexed hereto as Exhibit A and incorporated herein.
 - 4. Defendant defaulted on said note(s) and owes the amount said note(s) and

- The United States is the assignee and present holder of said note(s). 5.
- 6. The amount due and owing plaintiff by defendant on said note(s) are \$119,173.18, plus administrative costs in the amount of \$5.00, plus interest in the amount of \$37,303.44, (representing interest at the rate 7.94 percent per annum on the sum of \$68,048.55 and 5.25 percent per annum on the sum of \$51,124.63) as of August 23, 2007. The Certificates of Indebtedness from the United States Department of Education is annexed hereto as Exhibit B and incorporated herein.

SECOND CAUSE OF ACTION

- 7. Plaintiff repeats and realleges the allegations contained in paragraphs numbered one through six.
- 8. Plaintiff insured the aforementioned note(s) pursuant to Title IV of the Higher Education Act of 1965, Public Law 89-329.
- 9. The lender made an insurance claim on the United States for the amount of the lender's loss arising from the defendant's default on said note(s), which claim has been paid by the United States to the lender.
- 10. Plaintiff is entitled to be indemnified by defendant in the amount of \$119,173.18, plus administrative costs in the amount of \$5.00, plus interest in the amount of \$37,303.44, (representing interest at the rate 7.94 percent per annum on the sum of 68048.55 and 5.25 percent per annum on the sum of \$51,124.63) as of August 23, 2007, with interest accruing thereafter at the rate of 7.94 percent per annum.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$119,173.18, plus administrative costs in the amount of \$5.00, plus interest as provided by law to the date of judgment and interest from the date of judgment at the legal rate until paid in full, together with costs and disbursements and for such other and further relief as this Court deems just and proper.

Dated: New York, New York

August 24, 2007

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for the Plaintiff

Bv:

KATHLEEN A ZEBROWSKI Assistant United States Attorney

86 Chambers Street

New York, New York 10007 Telephone No.: (212) 637-2710

VERIFICATION

COUNTY OF NEW YORK : ss.: SOUTHERN DISTRICT OF NEW YORK)
KATHLEEN A. ZEBROWSKI, being duly sworn, deposes and says that she is an
Assistant United States Attorney in the office of Michael J. Garcia, United States Attorney for the
Southern District of New York, that she has read the foregoing complaint, and that the same is
true and accurate to the best of her knowledge and belief.
· · · · · · · · · · · · · · · · · · ·
KATHLEEN A. ZEBROWSKI Assistant United States Attorney
Sworn to before me this
day of
NOTARY PUBLIC

A

FEDERAL DIRECT STUDENT LOAN PROGRAM

U.S. Department of Education, Washington, DC

Warning: Any person who knowingly makes a false statement of misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both under the U.S. Criminal Code and 20 U.S.C. 1097

OMB No. 1840-0867 Form Approved Exp. Daza 05/30/98

Federal Direct Stafford Loan
Federal Direct Unsubsidized Stafford Loan

Promissory Note and Disclosure



Section A: To	Be Compl	cted By Borrower					
1. Name (last, firs	t, middle ini	tiai)		2. Social secu	f birth		
CHAMBER	LAIN,	CLYDE _					
4. Permanent hor	ne address	(street, city, state, ZIP)					
RD 2 PE	EKSKIL	L HOLLOW RO	AD, CARMEL,	NY 10512	_		
5. Permanent hor	ne phone (v	vitin area code)		6. Driver's lice	nse state and number	r	
(914) 2	25-212	3		-			
7. References: \	You must lie	t two persons with differ	ent U.S. addresses, v	vho have known yo	u for at least three yea	ara.	
Name		se Mos	escuty		Cherry	Mingon	J
Permanent addre	×53 (Redoku	L Holla	w Rd	Henry	a Dai	
City, state, ZIP		Putaun	Valley	n.y	Montra	se hy	
Area code/teleph			7. 31830		914 73	9-11410	
Section B: To	Be Compl	eted by School					
8. School name PACE UN	IVERSI	TY			9. Loan per approved		
10. School addres		y, state, ZIP) NEW YORK, I	NY 10038				chool code/branch 602791
The chart below	shows an	ticipated disbursemen	nt amounts and dat	es. Actual amou	nts and dates may	vary.	<u>-</u>
	Anticipate	·	Loan amount approved	Loan fee	Loan tee	Net disbursement amount	Interest rate
	2,024,02		- PP-V-V-		M/	GE - RECOMMA	GE-RECORDS
Federal Direct Stafford Loan						1994 0 8 1994 1	OV 0 7 1994
		Total				83	22
	Anticipated Disbursen		Loan amount approved	Loan fee rate	Loan fe	Net disbursament amount	Interest rate
	lst	08/09/94	\$ 5000	4.00	\$ 200	\$ 4800	VARIABLE
Federal Direct	2nd	01/11/95	\$ 5000	4.00	\$ 200	\$ 4800	
Unsubsidized	3rd	7 7	\$ 0	4.00	\$ 0	\$ 0	
Stafford Loan	4th	7 7	\$ 0	4.00	\$ 0	\$ 0	
		T-4-1	\$10000	1	\$ 400	\$ 9600	

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fall to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that Is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understood and agreed to the terms and

12. Loan Identification number(s) 102525546-U-95-G02791-1-01

conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

Under penalty of perjury I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grast, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Orant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY. 10/12/94 18:12:23 SERVICER COPY

13. Signature of borrower Date

FEDERAL DIRECT STUDENT LOAN PROGRAM

U.S. Department of Education, Washington, DC

Warning: Any person who knowingly makes a false statement of misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both under the U.S. Criminal Code and 20 U.S.C. 1097

OMB No. 1840-0687 Form Approved
Exp. Date 08/30/95

Federal Direct Stafford Loan Federal Direct Unsubsidized Stafford Loan Promissory Note and Disclosure



Section A: To	Be Co	mpicted By I	Borrower								
1. Name (last, firs			-			2. Social se	curity numb	xer		3. Date	of birth
		I, CLYDE						,			
4. Permanent hor							_				
				AD,	CARMEL,	NY 1051					
5. Permanent hor	•	-	ode) .			6. Driver's	cense state	e and number			
(914) 2	25-2	2123									
7. References: `	You mu	st list two perso	ons with diffe	rent U.S.	addresses,	who have known	you for at k	east three yea	r s .		
Name	Jol !	10500		<u>-</u>	Cha	14/	Cui	ringo	I		
Permanent eddress Reck 6 kill				40/10	אמן עו	5	Hen	in ind	ىر كى		·
City, state, ZIP Putham V				les	NS	<u> </u>	Mon	tros	_	NV	
Area code/teleph	one	9/4-	528	- 3/2	83		9/4	739	-//	11	
Section B: To	Be Co	mpleted by S	chool						-		
8. School name PACE UNIVERSITY						_		9. Loan peri approved		From: MM/DD/	
10. School addres 1 PACE		et, city, state, Z A, NEW		NY 10	0038		~			11.	School code/branch 302791
The chart below	show	s anticipated	disburseme	ent amoi	ints and da	tes. Actual amo	ounts and	dates may v	ату.	· ·	
		pated insement Dates		Loan amount approved		Loan fee		Loan fee amount		bursement	interest rate
	DIOUL					rate		,O/II	amou	117	
	1st	,	09/94	\$	4250	4.00	\$	170	\$	4080	VARIABLE
Federal Direct	2nd		11/95	\$	4250	4.00	\$	170	\$	4080	
Stafford Loan	3rd	• .	/,	\$	0	4.00	\$	0	\$	0	
	4th	J /	/	\$	0	4.00	\$	0	\$	0	
			Total	\$	8500		\$	340	\$	8160	
	Antici Disbu	pated rsament Dates			amount roved	Loan fee rate		Loan fee amount IMAGE		bursement CRDS	interest rate
Federal Direct Unsubaidized Stafford Loan								NO)	08	1994 11/4 C	E-RECORDS
			Total					k	12	N	0 7 1994
I promise to pay th	e U.S. D	epartment of Edi		ns (hereafi	ter "loan" or "l	oans*) condition	na of this Pro	omassory Note.	My signati	are on this Pro	missory 2 2c will serve:

disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understood and agreed to the terms and

12. Loan identification 102525546-S-95-G02791-1-01 number(s)

my authorization for my loan proceeds to be credited to my student account by the subcol identified in Section B.

Under penalty of perjury I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default. I have made arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY. 10/12/94 18:09:03 SERVICER COPY

-Charles

IMAGE-RECORDS



William D. Ford Federal Direct Loan Program

U.S. Department of Education

78

OMB No. 1840-0667 Form Approved Exp. Date 06/30/95

WARHING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Loan Federal Direct Unsubsidized Stafford/Ford Loan Promissory Note and Disclosure

		By The Borrower									
1. Name (last, first	l, middle inilial) and Address (street, city, s	tiste, zip code)	13	2. Social Security Number						
CHAMBER	RLAIN,	CLYDE			102-52-5546						
				'	3. Date of Birth						
RD 2 F	PEEKSK	ILL HOLLOW F	ROAD		08/10/58						
				Area Code/Telephone N							
CARMEL,	NY 1	0512-0000		-	(914) 225-	2 <u>123</u> <u>/ List state abbreviation firet.)</u>					
			•	1		4.8 4	•				
6 Beforence: V	on must liet tue	o normons with different U.S.	addresses who have know	n you for at least the		999607524 <u>158</u> Se should be a parent or legal	quardian.				
		21 /2 24			2 /6-						
Name	1	Clyde Ch	combetta.	· Me CV I	" Cherry	1 Corin					
Permanent Addres	ss _	135 Asy	ers la.		_HEAD	ring dr.					
City, State, Zip Co	de	Sharrand	CKAK	10587	Mouse	rose N	10598				
Area Code/Teleph	one Number	(94) 280c			(974) 78	19-1141	•				
		<u> </u>	30/0		7.71-43	7-1-1					
Section B. To B	a Completed	By The Sanoni			8. Loan Period		Marana				
7. School Name					a, Loan remod		MMODAY				
PACE UN					1	08/28/ <u>9</u> 5	05/23/96				
9. School Address		• •					10. School Code/Branch				
1 PACE	PLAZA	, NEW YORK,	NY 10038				G02791				
The chart below	shows antici	peted disbursement amou	ints and distes. Actual arr	nounts and dates m	dry vary:						
		Anticipated	Loan Amount	Loan Fee	Loan Fee	Net Disbursement	Interest Rate				
		Disbursement Dates	Approved	Rate	Amount	Amount					
Di		/ /	4 4050		4 370	0.4000	WADIADI B				
Direct Subsidized	1st	08/18/95 01/08/96	\$ 4250 \$ 4250	4.00	\$ 170 \$ 170	\$ 4080 \$ 4080	VARIABLE				
Loan	2nd	01/08/36	\$ 4250	4.00	\$ 1,0	\$ 4000					
	3rd 4th	/, /,	\$ 0	4.00	\$ 0	\$ 0					
	4 L II	/ / Total	\$ 8500	1 3.00	\$ 340	Š 8160					
							-				
Direct				1							
Unsubsidized											
Loan				}		,					
		Total									
I promise to pay the U.	S. Department	of Education all sures (hereafter	r"loan" or loans") disbursed un	der this and scree	to the lerms and conditions of	this Promissory Note. My signal	ture on this Promission Note will				
Promissory Note plus	interest and oth	er lees which may become due omissory Hole when due, I wi	, as provided in this Promissor	ry Note, serve as r		proceeds to be credited to					

in I have no memor paymenter on this Profession y rose when oue, I was see pay cosection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that it is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual restriction or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

11. Loan identification Number(s)

102525546-S-96-G02791-1-01

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not true a retund on a Federal Peti Grant, Basic Educational Opportunity Grant or a State Student Incentive Grant and that I am on I now in default on any loan received under the Federal Perhits Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

09/13/95 13:32:59 SERVICER COPY

IMAGE-RECORDS



William D. Ford Federal Direct Loan Program U.S. Department of Education

OCT 3 1 1995

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OMB No. 1840-0667 Form Approved Exp. Date 08/30/98

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Loan
Federal Direct Unsubsidized Stafford/Ford Loan
Promissory Note and Disclosure

Section A. Fe Bi	е сверели	D. C.								
1. Name (lest, first	, middle initia) and Address (street, city, s	tale, zip code)	2	2. Social Security Number					
CHAMBER	LAIN,	CLYDE		<u></u>	102-52-5546					
	•			3	3. Date of Birth					
RD 2 P	EEKSK	ILL HOLLOW H	CAO5		08/10/58					
				•	 Area Code/Telephone Nu 					
CARMEL,	NY 1	0512-0000		_	(914) 225-2					
				1	_	det state abbreviation first.)				
C Channel V		n novenne with different LLC	, addresses who have known	LANGE for at forcet the		999607524158	a a adi a u			
D. PROTOGORICOS. TO	NO TRICUSA INSA TWI	D persons will dilibrari 0.5		you for at least till		4 6				
Name	1. 6	Type Char	mberlain.	-500	2. Chery	Carin	<u> </u>			
Permanent Addres	s _	135 Kogo	- La		Henn	ring dr	·			
City, State, Zip Cox	de	Sheren	ch M.	\$587	Domas	ca NY.	10578			
Area Code/Telepho	nne Number	ake Jun	C696		1920 2	30 11-11				
		CONTRACTOR OF THE PARTY OF THE			` <i>\\\\\</i>	~ ~ ~ ~ 				
Section B. To Bi	งเกษะปะส	RA THE SCHOOL			A Jasa Dad-d					
7. School Name					8. Loan Period Approved		MMCOYY			
PACE UN					. 77.550	08/28/95	05/23/96			
9. School Address					•		10. School Code/Branch			
1 PACE	PLAZA	, NEW YORK,	NY 10038				G02791			
The chart below.	shows antic	pated disbursement amou	ints and dates. Actual amo	ounts and dates m	ay very.					
				1	1	1				
		Anticipated	Loan Amount	Loan Fee	Loen Fee	Net Disbursement	Interest Flate			
		Disbursement Dates	Approved	Rate -	Amount	Amount				
Direct										
Subsidized										
Loan							Ì			
					1		1			
		Total			<u> </u>		<u></u>			
Disease	.		<u> </u>		2 200	1 4 4 7 0 0				
Direct Unsubaldized	1st	08/18/95	\$ 5000	4.00	\$ 200	\$ 4800	VARIABLE			
	2nd		\$ 5000	4.00	\$ 200	\$ 4800	VARIABLE			
Unsubaldized	2nd 3rd	08/18/95	\$ 5000 \$ 0	4.00	\$ 200	\$ 4800	VARIABLE			
Unsubsidized	2nd	08/18/95 01/08/96 / /	\$ 5000	4.00	\$ 200	\$ 4800	VARIABLE			
Unaubaldizad Loan	2nd 3rd 4th	08/18/95 01/08/96 / / / /	\$ 5000 \$ 0 \$ 0 \$10000	4.00 4.00 4.00	\$ 200 \$ 0 \$ 0 \$ 400	\$ 4800 \$ 0 \$ 0 \$ 9600				
Unaubeldized Loan	2nd 3rd 4th	08/18/95 01/08/96 /// Total	\$ 5000 \$ 0 \$ 0 \$10000	4.00 4.00 4.00	\$ 200 \$ 0 \$ 0 \$ 400 othe terms and conditions of it y authorization for my loan	\$ 4800 \$ 0 \$ 0 \$ 9600	ure on this Promissory Note will			
Unsubeldized Loan I promise to paythe U.S Promissory Note plus if I fait or make payers	2nd 3rd 4th 3.Department	08/18/95 01/08/96 // / Total of Education all sums (hernafter ar fees which may be come due	\$ 5000 \$ 0 \$ 0 \$10000	4.00 4.00 4.00 tritis and agree to the serve as meaning serve as meaning serve as meaning and agree to the serve as meaning as the serve as the	\$ 200 \$ 0 \$ 0 \$ 400	\$ 4800 \$ 0 \$ 0 \$ 9600				
Unaubeldized Loan I promise to paythe U.S Promissory Note plus in If I sal to make payme attempts see and co	2nd 3rd 4th 6. Department interest and off prits on this Pri it is issued to i	08/18/95 01/08/96 ///////////////////////////////////	\$ 5000 \$ 0 \$ 0 \$ 10000 Floom* or loans* 7 disbursed under, as provided in this Promissory. If also pay collection costs include the size of thy loan by reflection that I receive under	4.00 4.00 4.00 4.00 erithis and agree sorve as m school lide	\$ 200 \$ 0 \$ 0 \$ 400 to the terms and conditions of it by authorization for my loan sonified in Section B.	\$ 4800 \$ 0 \$ 0 \$ 9600 This Promissory Note. My signals proceeds to be credited to be contained in the Born	ure on this Promissory Note will my student account by the			
Unaubeldized Loan I promise to paythe U.S Promissory Note plus in If I sal to make payme attempts see and co	2nd 3rd 4th 6. Department interest and off ents on this Pr unit costs. Fund it is issued to a of exceed the a	08/18/95 01/08/96 ///////////////////////////////////	\$ 5000 \$ 0 \$ 0 \$ 10000 Thom' or icane') disbursed under, as provided in this Promissory. If also pay collection costs include the size of my loan by set	4 . 0 0 4 . 0 0 4 . 0 0 4 . 0 0 4 . 0 0 in this serve as m school ide tusing or this ligher hote is true.	\$ 200 \$ 0 \$ 0 \$ 400 shortestams and conditions of the terms and conditions of the partition for my loan partified in Section B. althropy of perfury, I certify that the in and accurate. The proceeds are school for the specified on n is school for the specified on n	\$ 4800 \$ 0 \$ 0 \$ 9600 rise Promissory Note. My signals proceeds to be credited to administration contained in the Borro that Contained to the Contained to the Contained to the Contained Contained to the Contained Co	ure on this Promissory Note will my student account by the ower Section of this Promissory ofted educational expenses in unfand on a Feriesel Poli Cond			
Unsubeldized Loan I promise to paythe U.S Promissory Note pluri if I fall to make payme attorney's lees and co- any diebursement that Promissory Note will no Education Act of 1985,	2nd 3rd 4th 5. Department interest and off prits on this Pri it costs. Fund the issued to re- texpeed the a as arrended.	08/18/95 01/08/96 // Total of Education all sums (hersaftes ar feed which may become due omissory Note when due, I will anstand that I may cancel a more no. I certify that the lotal and llowable annual maximum or co	\$ 5000 \$ 0 \$ 0 \$ 10000 Floom* or loans* 7 disbursed under, as provided in this Promissory. If also pay collection costs include the size of thy loan by reflection that I receive under	4 . 0 0 4 . 0 0 4 . 0 0 4 . 0 0 and agree: serve as m school lide to	\$ 200 \$ 0 \$ 0 \$ 400 so the terms and conditions of it y authorization for my loan shiffed in Section B. alty of perjury, I certify that their and accurate. The proceeds go achool for the specified ion any part of portunity Grant, Su	\$ 4800 \$ 0 \$ 0 \$ 9600 ris Promissory Note. My signals proceeds to be credited to information contained in the Born of this loan will be used for asset potenential Educational Opport	ure on this Promissory Note will my student account by the l ower Section of this Promissory orized educational expenses at mylund on a Federal Pell Grant, unity Grant or a State Student			
Unaubeldized Loan I promise to paythe U.S Promissory Note plue it I fall to make payme attorney's feet and cot any diebursement that Promissory Note will no Education Act of 1965. I understand that this is I am advised not to se	2nd 3rd 4th 6. Department interest and oth put costs. Fund the issued for a as arrended. 5 a Promisson d this Promisson d this Promisson	08/18/95 01/08/96 01/08/96 // Total of Education all sums (hersettes ar fees which may become due omissory Note when due, I will asstand that I may concel or in ne. I certify that the total am flowable annual maximum or or (Note. I will not sign this Prom ony Note. I am entitled to an ex-	\$ 5000 \$ 0 \$ 0 \$ 10000 Theen' or loans') disbursed under, as provided in this Promissory in also pay collection costs include the size of my loan by sefurn of loan that I receive unde unulative maximum under the H	4 . 0 0 4 . 0 0 4 . 0 0 4 . 0 0 4 . 0 0 4 . 0 0 Under this school industries or this contilly the certifying the certification of	\$ 200 \$ 0 \$ 0 \$ 0 \$ 400 shortzallon for my loan ignification section 8. Alty of perjury, I cartify that the intended and accurate. The proceeds a garbool for the specifiedious pational Opportunity Grant, Suitant and that I am not now including National Defense Stur	\$ 4800 \$ 0 \$ 0 \$ 9600 ris Promissory Note. My signals proceeds to be credited to authorized for authorized. Loetily that do not own a potenmental Educational Opport default on any loan received ut at the Loans of the Federal Fundamental Control of the Federal Fundament Loans of	ure on this Promissory Note will my student account by the ower Section of this Promissory ofted educational expenses in unfand on a Feriesel Poli Cond			

102525546-U-96-G02791-1-01

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

09/13/95 13:33:01 SERVICER COPY

11. Loan Identification Number(s)

Direct Loans

William D. Ford Federal Direct Loan Program

U.S. Department of Education

OMB No. 1840-0667 Form Approved Exp. Date 12/31/96

MAXIMENC: Any person who leavengly makes a false Maternant or misrepresentation on this form shall be subject to penulated which may looked fines, imprisonment or both, under the U.S. Chinical Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Loan Federal Direct Unsubsidized Stafford/Ford Loan

						Promissory No	te and Disclosure
Section A To Be	Completed	By The Barrower	A N. W.				
1. Name (lest, first,	middle initial)	and Address (street, city, stat	e, zip code)		2. Social Security Number		
	EEKSK	CLYDE ILL HOLLOW RO 0512-0000	OCT 0 1			-2123 or (List state albbreviation first.)	
·		(A. (Wassell) D. (for at large th		799960752415	
6. References: Yo						ce should be a parent or legal	
Name	_	Clyde Ch			,	· /	
Permanent Addres	s _	1 × 135 R	1967		Henri		10540
City, State, Zip Co		Shenore				Fose NY	10378
Area Code/Teleph	one Number	(914) 248-	5696		(974) _2	67 1141	
7. School Name		I By The School ITY-NEW YORK			8. Loan Period Approved		MARODYY 05/16/1997
9. School Address	•		 				10. School Code/Branch
ONE PAC	E PLA	ZA, NEW YORK	, NY 10038	_ 			G02791
The chart below	shows antic	ipated disbursement amoun	ts and dates. Actual amo	ounts and dates i	may vary.		
		Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct Subsidized Loan	1st 2nd 3rd	08/16/1996 12/27/1996		4.00	\$ 170 \$ 170	\$ 4080 \$ 4080	VARIABLE
	4th	Total	\$ 8500		\$ 340	\$ 8160	
Direct Unsubsidized Loan		Total					
Fromissory Noie plus if I fall to make pays attorney's fees and o any disbursement th Promissory Note will Education Act of 196 1 understand that this I am advised not to a astatement of the Bot	Interest and of nents on this P ourt costs. I un at is leased to not exceed the 5, as amended is a Promisso and this Promis rower's Rights:	ry Note. I will not sign this Promi sory Note. I am entitled to an-acc and Responsibilities. My signature	as provided in this Promission, also pay collection costs included the size of my loan by reunt of loan that i receive und mutative macimum under the leasery Note before reading it, act copy of this Promissory Note certifies that I have read, under	y Note: serve as school fusing ser this Higher Note is to the centil Basic Et ancentive the and it is an it Departm	my authorization for my loa identified in Section B. smally of perjury, I certify that it nue and accurate. The procee tying achool for the specified to succitonal Opportunity Grant, of motuding National Defense in default, I have made repay sent of Education.	Student Loans) of the Federal Fa	o my student account by the promissory thorized educational expenses at a refund on a Federal Peli Grant, offunity Grant or a State Student under the Federal Perfors Loan may Education Loan Program, or islactory to the Secretary of the

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09/13/1996 10:26:36

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SUPOT

7. School Name

Section B. To Be Completed By The School

William D. Ford Federal Direct Loan Program

U.S. Department of Education

Federal Direct Unaubsidized Stafford/Ford Loan Federal Direct Stafford/Ford Loan

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1990-0481 TH BING

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Hedring dr.		Permisuoni Address Ex / 25 / Ad consistence Con
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years. The first reference should be a parent or legal guardian.	9614	6. References: You must liet two persons with different U.S. addresses who have known you for at least
NX - C080301364 Erist state appreviation first)	۶.	
(914) SSE-SIS3	.,	CARMEL, NY 10512-0000 77
821/01/80	3.	RD 2 PEEKSKILL HOLLOW ROAD CHAMBERLAIN, CLYDE OCT 0 1 1996
705-25-2246 Sogai Security Murider	.2	Learne (less, first, middie Inities) and Address (street, city, stats, 24 5006)
		Section A: To Be Completed By The Borrowor
Promissory Note and Disclosur		

GOSABI 10. School Code/Branch 9. School Address (street, city, state, zrp code) 466T/9T/SO 9661/92/80 BYCE ONINEBELLY-NEW YORK PROJUGARO

B. Loan Pariod .8

OME BYCE PLAZA, NEW YORK, NY 10038

The chart below shows anticipated disturbement emounts and dates. Actual amounts and dates may vary.

y student account by the expenseory section of this Prontecory and educational expenses at the education at education as a discussion.	e Promiseory Hotes. My signature tocaseds to be credited to my permanencentaries of the Bornow this loss has be used for author tocal certify that do not one an incut certify that do not one as	Aufhoricking (or my losen pr by of perjuny, toerby the the the into to decorate the the the the the had accorded for the specified losen per the the the specified losen per the	my sai eves adol dino achooli iden oris dhe Under penell dre Note is true i precediffica	Mynosairnari eirithi isonaissony M aleo pay collection costs eru collection at of losn that is are of my losn by nefu at of losn that i	of Education all aums (henselfer) Comeaony Note has when che, I will entered from the following the	resistant control of the said because the said of the	is aulq shoki yosaimori ismwaq sham of liat i ii ucc bing asal eyamotha lacti imamaanudab ying
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Under penalty of penjury, I certify that the information contenned in the Borrower Section of this Promisecory More is the and acceptable of their penalty of penjury, I certify that the penalty are all acceptables of their penalty and acceptable of their penalty action for the specified form period. I certify that I do not owns a finition or a State States the Educations of Opportunity Gearn's Supplementation (certify that is do not contain or a State States and Opportunity Gearn's Supplementation (certify their received under the Federal Pentition Loan program, concentration of their pentition of their pentition

Department of Education,

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

u understand that this is a Promissory Mote. I will not sign this Promissory Mote before been grant understand to the bounds only Mote and I are a consistent of this Promissory Mote. I am entitled for account copy of this Promissory Mote. I am entitled and mote only of this Bonoward is followed to a statement of the Bonoward is differenced and Prosporate and Landerstand.

TO T05222246-U-972525201

11. Loan Identification Number(s)

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Filed 08/24/2007 - Page 11 of

Promissory Note

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Page 1 of 3



Borrower's Name: CLYDE CHAMBERLAIN Borrower's Social Security Number!

REPAYMENT PLAN SELECTION

Carefully read question #5, "What are my repayment plan options?," on the "Frequently Asked Questions" Page to understand the repayment plans available to you. Then, complete this section to select your repayment plan. Remember--

- All student loans must be repaid under the same repayment plan. Parent PLUS loans may be repaid under a different repayment plan.
- If you select the Income Contingent Repayment Plan, you must complete the "Repayment Plan Selection" AND "Income Contingent Repayment Plan Consent to Disclosure of Tax Information" forms. Both forms can be downloaded from the "Forms and Publications" Page. Your selection cannot be processed without these forms.
- If you want to consolidate a defaulted student loan(s) and you have not made a satisfactory repayment arrangement with your current holder(s), you must select the Income Contingent Repayment Plan.

Place an "X" in the box that corresponds to your repayment plan selection for each loan type. Note that Direct PLUS Consolidation Loans cannot be repaid under the Income Contingent Repayment Plan.

		Income Contingent	Standard	Extended	Graduated
STUDENT LOANS	Direct Subsidized and Unsubsidized Consolidation Loans:	X			
PARENT LOANS	Direct Plus Consolidation Loans:	N/A			

PROMISSORY NOTE

Promise to Pay:

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note (note) to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this note. If I fall to make payments on this note when due, I will also pay collection costs including but not limited to attorney's fees and court costs. If ED accepts my application, I understand that ED will on my behalf send funds to the holder(s) of the loan(s) selected for consolidation in order to pay off this loan(s). I further understand that the amount of this loan will equal the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

This amount may be more or less than the estimated total balance I have indicated in the Loan Information Section. Further, I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the consolidation loan.

I understand that this is a Promissory Note. I will not sign this note before reading it, including the text on the reverse side, even if I am advised not to read the note. I am entitled to an exact copy of this note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this note, including the Borrower Certification and Authorization printed on the reverse side and the Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with written requests that confirm Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us at the same time.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

If Charles	12/16/02
Signature of Borrower	Date
Signature of Spouse(if consolidating jointly)	Date

2005/16/1 e160, QC3 Form Applayed OMB No. 1845-0053

15/08/2005

JS/20/Z00Z

VCT114

Application Receipt Date:

Federal Direct Consolidation Loan Verification Certificate

The Dorrower identified in Item 3 of this Verification Certificate) has requested consolidation of his or her education loans (s). The Federal Ottect Consolidation Loan Program (Divect Consolidation Loan Program) analyse borrowers to apply for a loan to consolidate this certificate. This certificate is used to verify the payof smount of the Higher Education hours) selected for consolidation. As part of the Federal Loans program of information requiring the aducation loans based of this certificate. This certificate is used to verify the payof smount of the Dorrower's custimating advoor contents and the Federal Consolidation. The confirming the aducation loans (s) better the federal Consolidation and the federal control of the federal contents of this certificate. The federal confirming the last contents of this certificate is used in item 5. Please confirm that the information provided is accurate, complete blank lights, and items retained to the last received to the confirming the aducation provided is accurate, complete blank lights, and return aftern 10 business days of the date received to the best of this certificate.

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U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 1 of 4

Clyde Chamberlain aka Clyde E. Chamberlain 1152 Peekskill Hollow Rd Carmel, NY 10512

Account Number:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/27/06.

On or about 10/27/94, and 10/27/94, the borrower executed promissory note(s) to secure a loan from the U.S. Department of Education. This loan was disbursed for \$8,500.00, and \$10,000.00 at a variable interest rate to be established annually. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 05/18/01. Pursuant to 34 C.F.R. § 685.202(b), a total of \$4,353.14 in unpaid interest was capitalized and added to the principal balance.

The Department has credited \$554.11 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal \$22,853.14 Interest: \$8,052.58 Administrative/Collection Costs: \$0.00 Penalty Fees: \$5.00

Total debt as of 11/27/06: \$30,910.72

Interest accrues on the principal shown here at the rate of rate of 7.94% per annum and a daily rate of \$4.97 through June 30, 2007 and thereafter at such rate as the Department establishes pursuant to section 455 of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087d.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/20/06

Loan Analyst

a Fastalale

Branch: Litigation

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 2 of 4

Clyde Chamberlain

aka Clyde E. Chamberlain

1152 Peekskill Hollow Rd

Carmel, NY 10512

Account Number:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/27/06.

On or about <u>09/27/95</u>, and <u>09/27/95</u>, the borrower executed promissory note(s) to secure a loan from the U.S. Department of Education. This loan was disbursed for \$8,500.00, and \$10,000.00 at a variable interest rate to be established annually. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on <u>05/18/01</u>. Pursuant to 34 C.F.R. § 685.202(b), a total of \$4,124.87 in unpaid interest was capitalized and added to the principal balance.

The Department has credited \$548.52 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal \$22,624.87 Interest: \$7,952.18 Administrative/Collection Costs: \$0.00 Late Fees: \$0.00

Total debt as of 11/27/06: \$30,577.05

Interest accrues on the principal shown here at the rate of rate of <u>7.94</u>% per annum and a daily rate of \$4.92 through June 30, 2007 and thereafter at such rate as the Department establishes pursuant to section 455 of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087d.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/28/06

Title: Loan Analyst

a Fralalace

Branch: Litigation

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 3 of 4

Clyde Chamberlain aka Clyde E. Chamberlain 1152 Peekskill Hollow Rd Carmel, NY 10512

Account Number:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/27/06.

On or about 09/16/96, and 09/16/96, the borrower executed promissory note(s) to secure a loan from the U.S. Department of Education. This loan was disbursed for \$8,500.00, and \$10,000.00 at a variable interest rate to be established annually. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 05/18/01. Pursuant to 34 C.F.R. § 685.202(b), a total of \$4,070.54 in unpaid interest was capitalized and added to the principal balance.

The Department has credited \$547.37 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal \$22,570.54 Interest: \$7,932.95 \$0.00 Administrative/Collection Costs:

Late Fees: \$0.00

Total debt as of 11/27/06: \$30,503.49

Interest accrues on the principal shown here at the rate of rate of 7.94% per annum and a daily rate of \$4.91 through June 30, 2007 and thereafter at such rate as the Department establishes pursuant to section 455 of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087d.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: _/2/28/01s

Londa Statulation Loan Analyst Title:

Branch: Litigation

Name:

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 4 of 4

Clyde Chamberlain aka Clyde E. Chamberlain 1152 Peekskill Hollow Rd Carmel, NY 10512

Account Number: 102525546

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/27/06.

On or about 12/16/02, the borrower executed promissory note(s) to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$18,230.72, and \$30,153.79 on 01/24/03, at 5.25 interest per annum. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 12/16/04. Pursuant to 34 C.F.R. § 685.202(b), a total of \$2,740.12 in unpaid interest was capitalized and added to the principal balance.

The Department has credited \$0.00 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal \$51,124.63 Interest: \$7,405.65 Administrative/Collection Costs: \$0.00 Late Fees: \$0.00

Total debt as of 11/27/06: \$58,530.28

Interest accrues on the principal shown here at the rate of \$7.35 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and Name. Moda Santalal

Executed on: 12/20/06

Title: Loan Analyst

Branch: Litigation

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